away from the Appellant's land. That, too, raised an interesting question of law. But in that appeal, the appellant, the owner of a block of flats in the course of construction, did not object to the market value of $40 per square foot for that vacant land. There are other comparables. The Chief Assessor has assessed the Appellant's land at $35 per square foot for the year under appeal. We are only concerned with the year of appeal, i.e. 1973. We are of the view that it cannot be said that it is an unreasonable assessment. We confirm the annual values and the appeal is dismissed.

Dated the 10th day of December, 1975.

(Sd.)
T. S. SINNATHURAY
Chairman

I agree.

(Sd.)
LYE YUEN WENG
Member

I agree.

(Sd.)
KWEE THIAM SIOE
Member

Appeal allowed.

Solicitors: *Rodyk & Davidson.*

LIM KIM TJOK v. PUBLIC PROSECUTOR

[A.Cr.J. (Wee Chong Jin C.J.) April 5, 1978]
[Singapore — Magistrate's Appeal No. 99 of 1977]

Criminal Law and Procedure — Corruption — Statement made to C.P.I.B. investigating officer — Accused told to tell the truth — Whether statement admissible — Ample evidence apart from statement — Prevention of Corruption Act (Cap. 104), ss. 6(a) & 26.

Bribery and Corruption — Statement made to C.P.I.B. investigating officer — Accused told to tell the truth — Whether statement admissible — Prevention of Corruption Act (Cap. 104), ss. 6(a) & 26.

This was an appeal against the conviction of the appellant on charges of corruption. At the trial the prosecution relied on a statement made by the appellant to an officer of the Corrupt Practices Investigation Bureau. A trial within a trial was held and according to the evidence it appeared that the appellant was confronted with proof that he was not telling the truth about his presence at the market, that the appellant was asking for lenient treatment if he told "everything" and that the appellant was told that he should tell the truth.

Held: (1) in the circumstances the statement could not be said to be a voluntary statement, that is, that it was not obtained by inducement or threat and it was wrongly admitted in evidence;

(2) there was ample evidence before the trial judge apart from the statement to convict the appellant and the appeal should therefore be dismissed. It was clear from the grounds of decision that no reliance was placed by the trial judge on the appellant's statement to an extent which affected his finding on the crucial question he had to decide.

MAGISTRATE'S APPEAL.

Peter Yap for the appellant.

Loke Yoon Kee (Deputy Public Prosecutor) for the respondent.

Wee Chong Jin C.J.: The appellant, Lim Kim Tjok, was convicted by a District Court on four charges of corruption and sentenced to twelve months' imprisonment in respect of each charge, the sentences to run concurrently. The four charges read as follows: —

"1. *DAC 2694/76*

That he, on or about the 20th day of December, 1975 in the afternoon at Tampines Close, Singapore being an agent, to wit, a Police Constable in the employ of the Singapore Police Force, corruptly received from one Kee Ah Chuan @ Ah Lee for himself a gratification of a sum of $15 (Dollars Fifteen only) as an inducement for forbearing to do an act in relation to his principal's affairs, to wit, to take action against the bookmaking activities at the Tampines Close Market, Singapore, and he had thereby committed an offence punishable under section 6(a) of the Prevention of Corruption Act, Chapter 104.

2. *DAC 2707/76*

That he, on or about the 2nd day of May 1976 at about 5.20 p.m. at Block 9 Nos. 23/29 Tampines Close, Singapore, being an agent, to wit, a Police Constable in the employ of the Singapore Police Force, corruptly received from one Kee Ah Chuan @ Ah Lee for himself a gratification of a sum of $15 (Dollars Fifteen only) as an inducement for forbearing to do an act in relation to his principal's affairs, to wit, to take action against the bookmaking activities at the Tampines Close Market, Singapore, and he had thereby committed an offence punishable under section 6(a) of the Prevention of Corruption Act, Chapter 104.

3. *DAC 2709/76*

That he, on or about the 30th day of May, 1976 at about 4.59 p.m. at Block 9 Nos. 23/29 Tampines Close, Singapore, being an agent, to wit, a Police Constable in the employ of the Singapore Police Force, corruptly received from one Kee Ah Chuan @ Ah Lee for himself a gratification of a sum of $15 (Dollars Fifteen only) as an inducement for forbearing to do an act in relation to his principal's affairs, to wit, to take action against the bookmaking activities at the Tampines Close Market, Singapore, and he had thereby committed an offence punishable under section 6(a) of the Prevention of Corruption Act, Chapter 104.

4. *DAC 2710/76*

That he, on or about the 12th day of June, 1976 at about 5.25 p.m. at Block 9 Nos. 23/29 Tampines Close, Singapore, being an agent, to wit, a Police Constable in the employ of the Singapore Police Force, corruptly received from one Kee Ah Chuan @ Ah Lee for himself a gratification of a sum of $15 (Dollars Fifteen only) as an inducement for forbearing to do an act in relation to his principal's affairs, to wit, to take action against the bookmaking activities at the Tampines Close Market, Singapore, and he had thereby committed an offence punishable under section 6(a) of the Prevention of Corruption Act, Chapter 104."

At the trial, to prove the charges against the appellant, the prosecution relied on a statement made by the appellant to an officer of the Corrupt Practices Investigation Bureau (hereinafter referred to as "the C.P.I.B."); the evidence of one Kee Ah Chuan, the person from whom the appellant was alleged to have received the gratification; the evidence of several C.P.I.B. officers who saw the appellant in the company of Kee Ah Chuan at the times and places specified in the second, third and fourth charges, and photographs taken by some of those officers. The defence of the appellant was that he placed by telephone bets on horses with Kee Ah Chuan and the arrangement was that accounts had to be settled on the same day at 5 p.m. in the kitchen of Eng Soon Restaurant which premises are known as Block 9, Nos. 23-29 Tampines Close, Singapore. The appellant said that "sometime in December 1975" he won about $80 and he went at about 5 p.m. through the rear entrance of Eng Soon Restaurant and collected his winnings from Kee Ah Chuan. He continued to place bets with Kee Ah Chuan and one day towards the end of April 1976 he had a good tip and won $516 on a bet he placed with Kee Ah Chuan. On going to the agreed place

Kee Ah Chuan denied having received the appellant's bet but eventually agreed to pay up by instalments.

On May 2, 1976 at about 5 p.m. he went to the agreed place and Kee Ah Chuan paid him $50 towards his $516 winnings and asked him to return "at the end of May for more". On May 30 he went at the same time to the same place where Kee Ah Chuan gave him $30 and when he asked for more Kee Ah Chuan asked him to wait until the following month. On June 12, 1976 he returned to the same place at the same time and Kee Ah Chuan gave him another $36 and when he asked for the balance still due Kee Ah Chuan requested for more time to pay. The trial judge rejected the defence of the appellant and convicted him on all the four charges.

The first contention is that the trial judge erred in holding that the appellant's statement to a C.P.I.B. investigating officer was a voluntary statement and in admitting it in evidence. At the trial within a trial Tony Sim, the investigating officer, gave evidence that on June 30, 1976 he interrogated the appellant at two morning sessions before he recorded the appellant's statement from 12.55 p.m. to 3.45 p.m. His evidence was that during the first morning session the appellant denied having gone to Tampines Market when told that there were complaints against him of having accepted bribes from a bookmaker at Tampines Market. Tony Sim's evidence of what transpired during the second morning session, as recorded by the trial judge, was: —

"*Q.* When you returned and had a 2nd session what did you ask him?

A. I asked him why he had not recorded his presence at Tampines.

Q. Accused still denied having gone there?

A. Yes.

Q. You told him there was evidence against him?

A. Yes.

Q. On these occasions you showed him the photographs?

A. Yes.

Q. When you confronted him with the photographs did you not tell him it was no use hiding?

A. When he saw the photographs he shook his head in disbelief.

Q. What did you say to him?

A. I asked him if the person in the photograph was not him. He kept quiet and blinked at me. After a short while he asked me 'what will happen to me' or words to that effect.

Q. What did you tell him?

A. I asked him if the photographs were of him. He nodded his head and said yes.

Q. Did you tell him what would happen to him?

A. No. I was trying to establish to him that I knew he was there and wanted him to say in his own words that he was there.

Q. My instructions are that he repeatedly asked you what would happen?

A. Yes, he did in the course of questioning him. He told me he would tell me everything before I started to record the statement provided he was dealt with departmentally and not in court. I consulted C.S.I. Chung and the two of us went to see the director. The director told me to let the accused read over section 26 of the Prevention of Corruption Act and to tell us the truth. He told us not to promise him anything. I conveyed to the accused what the director had said. Accused thought over this and said that he would like to clear his conscience and tell me the truth. It was then that I began recording the statement.

Q. Did you tell the accused what director had said?

A. I told him we could not promise him anything if he told us the truth.

Q. Did you tell accused that he should tell the truth?

A. Yes.

Q. Put: when you conveyed the director's message accused requested you to help him to have his case dealt with departmentally?

A. He could have mentioned that. I did tell him that whether the case was dealt with departmentally or not it was up to Attorney-General's chambers."

It is clear from Tony Sim's evidence that the appellant was confronted with proof that he was not telling the truth to Tony Sim about his presence at Tampines Market; that the appellant was asking for lenient treatment if he told "everything" and that the appellant was told that he should tell the truth. In spite of this evidence the trial judge in his Grounds of Decision said that in his judgment, "there was nothing in either the mode or manner of questioning of the (appellant) from which any threat, promise or inducement could reasonably be inferred".

It is settled law that words "you had better tell the truth" or equivalent expressions have always been held to import a threat or inducement. In the present case the appellant at first denied being at the place where the bribes were alleged to have been given to him. He was then shown photographs which clearly showed his denial was untrue. He then said he would tell everything provided he was not charged in court. Next, he was told that he should tell the truth. It was only then that he made the statement. In my judgment, in these circumstances, it cannot be said that the statement was a voluntary statement in that it was not obtained by inducement or threat and in my opinion the statement was wrongly admitted in evidence.

The trial judge seemed to have relied on section 26 of the Prevention of Corruption Act as a provision which enables the officers therein mentioned to tell a person who is alleged or suspected of an offence under that Act that he should tell the truth when asked to give information. Section 26 reads as follows: —

"26. Every person required by the Director, the Deputy Director, an assistant director, a police officer, the chief special investigator, a senior special investigator or special investigator to give any information on any subject which it is the duty of the Director, the Deputy Director or such assistant director, police officer, chief special investigator, senior special investigator or special investigator to inquire into under this Act and which it is in his power to give, shall be legally bound to give such information."

In my opinion, the effect of that section is not to alter the settled law. Its effect is to make the giving of false information an offence under section 177 of the Penal Code and to make a refusal to give information, which is within a person's power to give, an offence under section 25 of the Prevention of Corruption Act.

The other contention on behalf of the appellant is that the trial judge in failing to make a finding that Kee Ah Chuan was a truthful witness was wrong in disbelieving the appellant's version that he received the sums stated in the four charges from Kee Ah Chuan as partial payments for successful bets placed by him with Kee Ah Chuan.

At the trial Kee Ah Chuan, who was involved in bookmaking activities, gave evidence that he first met the appellant on December 20, 1975 at the front portion of the restaurant at Tampines Market, that the appellant told him that the appellant was a police officer and demanded $20 from him. That day was a race day and several bookmakers were operating inside the market. He collected $15 from some of them and gave it to the appellant who accepted it. Subsequently, on many occasions, which included May 2, May 30 and June 12, 1976, all of which were racing days, he gave the appellant $15 on each occasion "to stop (the appellant) from disturbing the bookmaking activities and arresting the bookmakers and punters at the market". As appears from the transcript of the evidence, he was severely cross-examined, the tenor of the cross-examination being that his allegation that the appellant took money from him was a complete fabrication and that the truth was that on all those occasions the appellant placed bets with him.

The prosecution also proved from the photographs admitted in evidence at the trial that Kee Ah Chuan and the appellant were at the rear of the restaurant at the dates and times specified in the second, third and fourth charges.

The appellant in his defence explained that his presence in the rear of the restaurant on those three occasions was to collect payment from Kee Ah Chuan for money owed to him on a successful bet he had placed with Kee Ah Chuan one day towards the end of April 1976 and that he had prior to that collected $80 from Kee Ah Chuan towards the end of December 1975 in respect of another winning bet.

The trial judge in his Grounds of Decision referred to the appellant as having by his answers during cross-examination revealed "his true untruthful self" and gave his reasons for rejecting the appellant's version of the basis for the payments he had admittedly received from Kee Ah Chuan and for accepting the prosecution evidence that the appellant had received the payments from Kee Ah Chuan as bribes. In my opinion the reasoning of the trial judge appears sound and is justified on the evidence before him.

The crucial question for the trial judge to decide, having regard to the defence, was whether the monies referred to in each of the four charges paid to and received by the appellant from Kee Ah Chuan were bribes or were payments or part payments in respect of bets on horses.

In my judgment, quite apart from the appellant's statement, there was ample evidence before the trial judge to convict the appellant on all the four charges. It is clear from the Grounds of Decision that no reliance was placed by the trial judge on the appellant's statement to an extent which affected his finding on the crucial question he had to decide.

Accordingly, the appeal is dismissed and the sentences affirmed.

Appeal dismissed.

Solicitors: *Peter Yap & Co.*

JEBSEN & JESSEN (SINGAPORE) PTE LTD. v. YEUNG HOI KWANG

[O.C.J. (Kulasekaram J.) April 5, 1978]
[Singapore — Suit No. 1537 of 1974]

Bills of Exchange — Cheque dishonoured — Whether plaintiffs holders in due course — Allegation that there was no consideration for the cheque — Bills of Exchange Act (Cap. 28), s. 30(2).

The plaintiffs were the holders of a cheque issued by the defendant and made payable to cash or bearer. The cheque was dishonoured and the plaintiffs sued the defendants for the full amount of the cheque. The defence was that the cheque was given to one Simon Yoong, the plaintiff's agent for delivery to the plaintiffs and post-dated as payment for white gold. The white gold was not delivered and, as admitted by him in evidence, was misappropriated by Simon Yoong. As the plaintiffs had failed to deliver the goods the defendant alleged that he was discharged from any liability on the said cheque for want of consideration.

Held: (1) at the outset the onus was on the defendant to show that the plaintiffs were not holders in due course;

(2) on the evidence the issue of the cheque was clearly affected with fraud and that being so the onus was on the plaintiffs to prove that value had been given for the cheque. The onus was shifted to the plaintiffs to show that they had delivered the goods to the defendant and on the evidence this onus had not been discharged, and the action must be dismissed.

Pritam Singh Brar for the plaintiffs.

Karuppan Chettiar (*Tan Thian Chua* with him) for the defendant.

Kulasekaram J.: The plaintiffs, Jebsen & Jessen (Singapore) Pte. Ltd., are the holders of a cheque dated February 25, 1974 for the sum of $19,072.58 drawn by the defendant, Yeung Hoi Kwang alias Yoong Oi Kwong, on the Overseas Union Bank Ltd., North Bridge Road Branch, and made payable to cash or bearer. On due presentation at the Bank for payment the cheque was dishonoured. Written notice of such dishonour was given by registered letter dated March 20, 1974 to the defendant. The plaintiffs then in this action sued the defendant for the full amount due on the cheque together with interest at the rate of 8% per annum from the date of dishonour to the date of issue of the writ as the bearer and holder in due course of the cheque.

The defence was that the cheque in question was handed to one Simon Yoong Yoon Yeow, (hereinafter referred to as Simon Yoong), the plaintiffs' agent for delivery to the plaintiffs on January 5, 1974 and post dated February 25, 1974 as payment for and on behalf of the defendant's firm, Marigold Jewellery Enterprises, for 80 tahils 'Degusa P30 White Gold' which the plaintiffs through Simon Yoong had agreed to sell to the said firm and deliver by February 17, 1974. By a letter dated January 5, 1974 written by the defendant to the plaintiffs' agent and acknowledged and confirmed by Simon Yoong it was agreed that should the plaintiffs fail to deliver the said white gold to the said firm by February 17, 1974 then the defendant would countermand payment of the said cheque and treat the same as null and void. As the plaintiffs had failed to deliver the said gold, the defendant is discharged from any liability on the said cheque for want of consideration.

The plaintiffs by their reply denied that the cheque was delivered for the purpose and circum-